

EXHIBIT 2



Purchase Order: P001652

~~File to Pending~~ JB 6/12/06

Tax ID: 341011985

Page: 1 of 1
Date Printed: 05/25/2006

RECEIVED 5/31/06

Order To: Acme Contracting, LTD.
PO Box 700523
Plymouth, MI 48170

31384

Ship To: Georgia Tech
374 Perst Street
Atlanta, GA 30318

Contact: Mike Hates Ph: 248-374-1911 Fax: 248-374-1922

ORDER DATE	BUYER	TERMS	FOB	SALES ORDER	SHIP VIA	DELIVER TO		
05/25/06	Jason Seiler	PER ATTACHMT A	DEST		BEST WAY	Wayne Lint		
LINE	ITEM/DESCRIPTION	REV	U/M	DATE	DATE	QUANTITY	NET UNIT COST	EXTENDED COST
ACKNOWLEDGMENT REQUIRED								
Period of Performance: 05/30/06 To 08/30/06								
The attached Trade Contract between The Whiting-Turner Contracting Company and TolTest, Inc. is incorporated into this Purchase Order Agreement in its entirety. If any conflict between the Attachment A: Subcontract Agreement Terms and Conditions and the Trade Contract between The Whiting-Turner Contracting Company and TolTest, Inc. arises, the more stringent will apply								
1	DEMOLITION SUBCONTRACTOR Demolition and Site Work		LS	08/30/06	08/30/06	0.0000	0.0000	\$617,950.00
Req: RQ0000877								
AOP: 5500-01 1.5.32 20877.01								
2	DEMOLITION SUBCONTRACTOR Demolition and Site Work		LS	08/30/06	08/30/06	0.0000	0.0000	\$632,068.00
Req: RQ0000877								
AOP: 5500-01 1.5.32 20877.02								
***** This Subcontract Order is subject to the terms and conditions included herein as - Attachment A Subcontractor Services Agreement Terms and Conditions *****								
***** ATTACHMENT B - SCOPE OF WORK - IS INCLUDED AND INCORPORATED AS ATTACHMENT "B" TO THIS PURCHASE ORDER. *****								
***** THIS ORDER REQUIRES 100% PAYMENT & PERFORMANCE BONDS. *****								

JUN 15 2006 1:50PM

ACME CONTRACTING LTD.

4048810574

P.1

JUN 15 2006 1:50PM ACME CONTRACTING LTD. 4048810574



Purchase Order: P001652

~~This is a pending PO~~

SD 6/12/06

Tax ID: 341011985

Page: 2 of 3
Date Printed: 05/25/2006

5/31/06

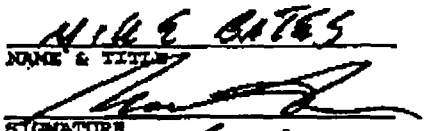
Order To: Acme Contracting, LTD.
PO Box 700523
Plymouth, MI 48170

31384

Contact: Mike Bates PH: 248-374-1911 FAX: 248-374-1922

ORDER DATE	BUYER	INVOICE	PO#	SALES ORDER	SHIP VIA	DELIVER TO
05/25/06	Jason Beier	PER ATTACHMT A	DEST		BEST WAY	Wayne Lint
LINE	ITEM/DESCRIPTION	REV.	U/M	DATE	QUANTITY	NET UNIT COST

Invoices applied to this Purchase Order are subject to 5% withholding retainage.						

VENDOR ACKNOWLEDGMENT						
<div style="text-align: center;">  NAME & TITLE SIGNATURE DATE 6/9/06 </div>						

JASON BEIER, CONTRACT ADMINISTRATOR PHONE: 419-794-3655 FAX: 419-794-3907 CELL: 419-205-0537						

Bill To: TOLTEST, INC. 1480 Ford Street Maumee, OH 43537-1731						PO Total Amt: \$1,050,018.00



Order To: Acme Contracting, LTD.
PO Box 700523
Plymouth, MI 48170

Purchase Order: P001652

~~This is a pending order~~


Tax ID: 341011985

31384

JS 6/12/06

Page: 3 of 3
Date Printed: 05/25/2006

Contact: Mike Bates Ph: 248-374-1911 Fax: 248-374-1922

ORDER DATE	BUYER	TERMS	FOB	SALES ORDER	SHIP VIA	DELIVER TO	
05/25/06	Jason Beier	PER ATTACHMENT A	DEST		BEST WAY	Wayne Lint	
LINE	ITEM/DESCRIPTION	REV.	U/M	DATE	QUANTITY	NET UNIT COST	EXTENDED COST
	 Authorized Signature(s) 6/12/06						



ATTACHMENT A

SUBCONTRACTOR SERVICES AGREEMENT TERMS AND CONDITIONS

This Agreement is entered into by and between Telford and SUBCONTRACTOR as of the date shown within. It and its consideration embodied herein, the value of which is acknowledged, the parties agree as follows:

1. **PRIME AGREEMENTS:** The SUBCONTRACTOR acknowledges that Telford has entered into an agreement with a third party, hereinafter called the CLIENT, for services in connection with the job identified herein (PRIME CONTRACT). The SUBCONTRACTOR is not permitted to contact the CLIENT regarding issues relative to this job or Agreement without prior written approval of Telford. SUBCONTRACTOR further agrees and represents that: (a) it has investigated, examined, inspected and thoroughly familiarized itself with the site and adjoining premises in connection with which the work covered by this Purchase Order is to be performed; (b) it has thoroughly informed itself as to all difficulties involved in the completion of all of the work covered by this Purchase Order; and (c) Telford has made its representations of any kind with reference thereto not contained in this Purchase Order. Telford and/or CLIENT furnished back on site conditions are only for SUBCONTRACTOR'S convenience and not guaranteed.
2. **SCOPE OF SERVICES:** SUBCONTRACTOR shall furnish all labor, material, supplies, tools and equipment to efficiently perform the Work as set forth herein. SUBCONTRACTOR represents and warrants that all work performed by it pursuant to this AGREEMENT (a) will conform with the terms of this AGREEMENT; (b) will be performed in a good, skilled, and workmanlike manner; (c) will be performed by the proper number of experienced, skilled and licensed personnel, qualified by education and/or experience to perform their assigned tasks; and (d) to the extent professional services are rendered, will conform to the standard of care, skill, and diligence exercised by other similar professionals performing the same or similar services. SUBCONTRACTOR shall have at the job site, at all times, a competent English-speaking representative satisfactory to Telford, with authority to act for SUBCONTRACTOR. Further, the Work shall be performed in accordance with the complete and pertinent documents set forth in the PRIME CONTRACT and any plans, general requirements or technical specifications provided by Telford to SUBCONTRACTOR.

At all times during performance of the Work, SUBCONTRACTOR shall remove from the job site and vicinity all debris, rubbish and surplus materials resulting from the Work. Upon completion of the Work, SUBCONTRACTOR shall leave the job site and vicinity clean and ready for use. SUBCONTRACTOR shall promptly comply with Telford's reasonable requests to perform such cleanup at any time, or periodically during work progress. Telford reserves the right to chargeback SUBCONTRACTOR for cleanup work not performed as specified herein.

If any utility service must be disconnected (even temporarily) due to the Work, the SUBCONTRACTOR shall notify the Telford Representative at least 10 calendar days in advance of such interruption.

The SUBCONTRACTOR may be ordered in writing by Telford, without invalidating this AGREEMENT, to make changes in the Work within the general scope of this AGREEMENT, the price and time of performance being adjusted accordingly pursuant to a SUBCONTRACTOR Change Order Agreement (Form C).

3. **SCHEDULE:** The Work shall be performed according to the schedule outlined by Telford, which may be modified per the instructions of the Telford Project Manager. Time is of the essence in the performance of the Work. SUBCONTRACTOR shall schedule its operations so as to proceed with the orderly construction and completion of the Work on or before the completion date. SUBCONTRACTOR agrees to coordinate the work with any other work to be done on the job by any other contractor, whose work may overlap or conflict with the scope of the Work under this Purchase Order. In the event of conflict, SUBCONTRACTOR agrees to abide by the instructions and decisions of Telford. Any extension of the contract completion date or any portion thereof which may become pertinent and/or needed in writing during the completion of the Purchase Order may only be granted by Telford in writing, properly executed and duly signed and dated, and on conditions to be presented. Approval of extension is granted. SUBCONTRACTOR shall not be entitled to any suspension, delay or termination of the Work which does not agree with the job schedule. SUBCONTRACTOR shall not be entitled to extra compensation for any suspension, delay or termination not previously allowed and paid to Telford by the CLIENT for SUBCONTRACTOR'S benefit.

4. **HEALTH AND SAFETY:** The SUBCONTRACTOR acknowledges that it is familiar with the work scope to be performed herein, the inherent hazardous conditions of the job site, and the necessity for the safety of its personnel and others during the performance of its work. Specifically, the SUBCONTRACTOR shall comply with all applicable safety laws and regulations including, but not limited to, those under federal and state occupational safety and health acts, in particular the provisions of 29 CFR 1910 and 29 CFR 1926. If conflicting requirements exist, SUBCONTRACTOR shall comply with the more stringent of these safety programs and procedures. By rendering the services ordered herein, SUBCONTRACTOR affirmatively represents that it possesses, before they are allowed on the job site, will review and acknowledge their obligation to comply with the safety and health requirements of this AGREEMENT.

SUBCONTRACTOR shall take all necessary precautions for the safety of its employees on the work site, and shall comply with all applicable provisions of Federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. SUBCONTRACTOR shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post designates warning against the hazards created by such construction.

SUBCONTRACTOR will designate an individual at the job site, and in its employ, who is a "competent person" as defined by regulations issued under the Occupational Safety and Health Act and who shall act as SUBCONTRACTOR'S designated safety representative. The SUBCONTRACTOR's safety representative will have a day to prevent accidents. Unless otherwise identified by SUBCONTRACTOR in writing, the designated safety representative shall be SUBCONTRACTOR'S On-Site Job Superintendent.

When so ordered, SUBCONTRACTOR shall stop any part of the Work that Telford deems unsafe until corrective measures satisfactory to Telford have been adopted. Should SUBCONTRACTOR neglect to adopt such corrective measures, Telford may do so and deduct the cost from payments due or to be made for SUBCONTRACTOR.

SUBCONTRACTOR shall give prompt written notice to Telford for all fatalities, lost time accidents and illnesses, property damage over \$1,000, or any accident or failure that could have resulted in serious personal injury or property damage, whether such injury or damage actually was sustained. SUBCONTRACTOR also shall maintain an on-site daily record of first aid treatments administered, which treatments are not otherwise reportable. These records shall be made available to Telford upon request.

SUBCONTRACTOR shall maintain in effect all necessary written programs, certifications, licenses and permits required to prosecute the Work in accordance with Occupational Safety and Health laws and regulations. SUBCONTRACTOR's employees also shall have all the necessary training and current certifications necessary to prosecute the Work.

SUBCONTRACTOR's failure to familiarize itself thoroughly with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

SUBCONTRACTOR shall continuously maintain adequate protection of all its work from damage and shall protect TolTest's property from injury or loss arising in connection with this Purchase Order. SUBCONTRACTOR shall adequately protect adjacent property as provided by law and the Purchase Order documents. All loss or damage to the Work resulting from any cause whatsoever shall be borne and sustained by SUBCONTRACTOR and shall be solely at its risk until final acceptance by TolTest. SUBCONTRACTOR shall protect all labor, materials, supplies, tools and equipment against any damage, injury, destruction, theft or loss and in no event shall TolTest be liable or responsible to SUBCONTRACTOR therefor. SUBCONTRACTOR, at its expense, shall promptly repair or replace damage to the work of others, or to any part of the job, resulting from its activities.

If SUBCONTRACTOR is cited for violations of government regulations and TolTest is also cited due to such allegations, TolTest may hold funds in the amount of the proposed fines in addition to any retention being held and deduct actual fines required to be paid by TolTest from final payment to SUBCONTRACTOR.

5. INSPECTIONS AND APPROVALS: SUBCONTRACTOR shall provide sufficient safe and proper facilities for inspection of the Work by TolTest, its CLIENT and all other authorized individuals. SUBCONTRACTOR shall notify TolTest when portions of the Work are ready for inspection.

SUBCONTRACTOR shall, within 24 hours of receiving written notice from TolTest, proceed to take down, remove or correct all portions of the Work which TolTest shall condemn as unsound, improper or in any way failing to meet the requirements of this AGREEMENT. SUBCONTRACTOR, at its own expense, shall make good the Work and all other work damaged by such removal and replace it with materials, equipment and workmanship meeting the requirements of this AGREEMENT. Failure to do so within the time specified or agreed to extension shall constitute breach of this AGREEMENT and give TolTest the right to correct and backcharge and/or terminate SUBCONTRACTOR for default.

SUBCONTRACTOR shall promptly furnish shop drawings, manufacturers' data, templates, schedules, reports or any other data that may be necessary, in the opinion of TolTest, for review and approval or for distribution to TolTest or other SUBCONTRACTORS for the proper, efficient and timely prosecution of the Work. SUBCONTRACTOR shall exercise the utmost diligence in obtaining all drawings, details and information necessary to perform the Work; if at any time drawings or information necessary to complete the Work not been furnished, SUBCONTRACTOR shall promptly inform TolTest in writing as to the drawings or other information that may be required.

SUBCONTRACTOR will be responsible for laying out its own work and shall be responsible for the accuracy of same. SUBCONTRACTOR shall, before proceeding with any affected part of the Work, call to TolTest's attention, in writing, any errors or inconsistencies in the PRIME CONTRACT, this AGREEMENT or any drawing, document or other information provided thereunder.

SUBCONTRACTOR shall promptly perform all punch list work identified by TolTest during completion or other inspections.

6. PERMITS AND RESPONSIBILITY: SUBCONTRACTOR, without expense to TolTest, shall obtain and pay for all required licenses, permits, inspections, and registrations and shall obey and abide by all applicable laws, regulations, ordinances, and other rules of the United States of America, of the state or any other duly constituted public authority as applicable to the Purchase Order and will give all necessary notices required in connection with those permits and licenses.

7. DIFFERING SITE CONDITIONS: SUBCONTRACTOR shall notify TolTest, in writing, of the following unforeseen conditions (hereinafter called Differing Site Conditions), promptly upon their discovery (but in no event later than 14 calendar days thereafter) and before they are disturbed: (a) subsurface or latent physical conditions at the job site differing materially from those indicated, described, or delineated in this AGREEMENT or the job specifications; and (b) unknown physical conditions at the job site differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in this AGREEMENT.

TolTest, in consultation with its CLIENT, will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise SUBCONTRACTOR, in writing, of its findings and conclusions.

If TolTest concludes that because of newly discovered conditions a change in the Work is required, a Change Order will be issued as provided herein to reflect and document the consequences of the Differing Site Condition.

In each such case, an increase or decrease in the job price or an extension or shortening of the job schedule, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If TolTest and SUBCONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided herein.

SUBCONTRACTOR's failure to give notice of differing site conditions within 14 calendar days of their discovery or before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

8. PAYMENT: For services rendered, TolTest agrees to compensate SUBCONTRACTOR as specified herein. Invoices will be due to TolTest by the 25th of the month. It is agreed and understood by SUBCONTRACTOR that such invoices must be supported by documentation as may be required by TolTest or its CLIENT. SUBCONTRACTOR's invoices are a material element in preparation of TolTest's invoice to its CLIENT, and as such, TolTest must require that SUBCONTRACTOR invoice TolTest promptly. Invoices received by TolTest more than thirty (30) days after either the end of each month or completion of this Purchase Order, whichever time is the lesser, will only be paid to the extent such invoices can be included in TolTest's invoice to its CLIENT. TolTest will diligently pursue payment of SUBCONTRACTOR's invoices by its CLIENT and TolTest shall, within ten (10) days after receipt of such payment make payment to SUBCONTRACTOR. All invoices must reference the Purchase Order Number, Job Number, include an invoice number, and completed and executed lien waivers (Exhibits 2 and 3) to be processed for payment. Incomplete invoices will be rejected and returned to the SUBCONTRACTOR.

SUBCONTRACTOR shall submit one original and one copy (complete with any necessary backup information) of all invoices not more than once per month. Invoices submitted by SUBCONTRACTOR will: (a) accurately describe the Work services rendered during the invoice period; (b) reference the TolTest Purchase Order number; and (c) include any applicable equipment, labor and/or material warranty cards, and copies of inspection reports, etc. applicable to invoice items. Invoice amounts for progress payments shall be based on a percentage of work completed for each bid item or completed quantities of approved unit rate bid items through the invoice period. TolTest will approve the percentages/quantities before acceptance of the invoice. Unless otherwise prescribed by law, TolTest may retain 10 percent of each approved payment.

SUBCONTRACTOR shall include in effect all necessary written permits, notifications, licenses and permits required to perform the Work in accordance with Comprehensive Safety and Health laws and regulations. SUBCONTRACTOR's employees also shall have all the necessary training and current certifications necessary to prosecute the Work.

SUBCONTRACTOR'S failure to familiarize itself thoroughly with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

SUBCONTRACTOR shall continuously maintain adequate protection of all its work from damage and shall protect TETRA's property from injury or loss arising in connection with this Purchase Order. SUBCONTRACTOR shall adequately protect adjacent property as provided by law and the Purchase Order documents. All loss or damage to the Work resulting from any cause whatsoever shall be borne and satisfied by SUBCONTRACTOR and shall be solely at its risk until final acceptance by TETRA. SUBCONTRACTOR shall protect all labor, materials, supplies, tools and equipment against any damage, injury, destruction, theft or loss and in no event shall TETRA be liable or responsible to SUBCONTRACTOR for damage, injury, destruction, theft or loss, shall promptly repair or replace damage to the work of others, or to any part of the job, resulting from its activities.

If SUBCONTRACTOR is cited for violations of government regulations and TETRA is also cited due to such allegations, TETRA may hold TETRA in the amount of the proposed fine in addition to any retention being held and deduct actual fines required to be paid by TETRA from final payment to SUBCONTRACTOR.

5. INSPECTIONS AND APPROVALS: SUBCONTRACTOR shall provide sufficient safe and proper facilities for inspection of the Work by TETRA, its CLIENT and all other subcontractors. SUBCONTRACTOR shall notify TETRA when portions of the Work are ready for inspection.

SUBCONTRACTOR shall, within 24 hours of receiving written notice from TETRA, proceed to take down, remove or secure all portions of the Work which TETRA shall determine as removed, improper or in any way failing to meet the requirements of this AGREEMENT. SUBCONTRACTOR, at its own expense, shall make good the Work and all other work damaged by such removal and replace it with matching equipment and workmanship meeting the requirements of this AGREEMENT. Failure to do so within the time specified or agreed in connection shall constitute breach of this AGREEMENT and give TETRA the right to correct and re-do the work under terms of SUBCONTRACTOR for double.

SUBCONTRACTOR shall promptly furnish shop drawings, manufacturers' data, samples, schedules, reports or any other data that may be necessary, in the opinion of TETRA, for review and approval or for distribution to TETRA or other SUBCONTRACTORS for the proper, efficient and timely prosecution of the Work. SUBCONTRACTOR shall execute the same diligently to obtaining all drawings, details and information necessary to perform the Work; if it has any drawings or information necessary to complete the Work not been furnished, SUBCONTRACTOR shall promptly inform TETRA in writing as to the drawings or other information that may be required.

SUBCONTRACTOR will be responsible for paying out its own work and shall be responsible for the economy of means. SUBCONTRACTOR shall, before proceeding with any affected part of the Work, call to TETRA's attention, in writing, any error or inconsistencies in the PRIME CONTRACT, this AGREEMENT or any drawings, documents or other information provided thereto.

SUBCONTRACTOR shall promptly perform all punch list work identified by TETRA during completion or other inspections.

6. PERMITS AND RESPONSIBILITY: SUBCONTRACTOR, without expense to TETRA, shall obtain and pay for all required licenses, permits, inspections, and regulations and shall stay and abide by all applicable laws, regulations, ordinances, and other rules of the United States of America, of the state or any other duly constituted public authority as applicable to the Purchase Order and will give all necessary notices required in connection with those permits and licenses.

7. NOTIFYING WITH CONDITIONS: SUBCONTRACTOR shall notify TETRA, in writing, of the following within seven conditions (hereinafter called "Notifying With Conditions") promptly upon their discovery (but in no event later than 14 calendar days after) and before they are discarded: (a) alterations or local physical conditions at the job site differing materially from those indicated, described, or delineated in this AGREEMENT on the job specifications; and (b) unknown physical conditions at the job site differing materially from those commonly encountered and generally recognized as inherent in the Work of the character provided for in this AGREEMENT.

TETRA, in consultation with its CLIENT, will review the pertinent conditions, determine the necessity of obtaining additional explanations or tests with respect thereto, and advise SUBCONTRACTOR, in writing, of its findings and conclusions.

If TETRA concludes that because of newly discovered conditions a change in the Work is required, a Change Order will be issued as provided herein in the event and document the consequences of the Differing Site Condition.

In each such case, an increase or decrease in the job price or an extension or shortening of the job schedule, or any combination thereof, will be attributable to the extent that they are attributable to any such differences. If TETRA and SUBCONTRACTOR are unable to agree as to the manner or length thereof, a claim may be made thereafter as provided herein.

SUBCONTRACTOR's failure to give notice of differing site conditions within 14 calendar days of their discovery or before they are discarded shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

8. PAYMENTS FOR SERVICES RENDERED: TETRA agrees to compensate SUBCONTRACTOR as specified herein. Invoices will be due to TETRA by the 15th of the month in which the services are rendered. SUBCONTRACTOR shall submit invoices to TETRA in accordance with the following conditions: (a) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (b) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (c) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (d) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (e) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (f) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (g) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (h) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (i) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (j) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (k) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (l) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (m) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (n) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (o) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (p) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (q) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (r) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (s) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (t) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (u) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (v) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (w) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (x) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (y) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work; (z) invoices shall be submitted by SUBCONTRACTOR to TETRA within 14 calendar days of the completion of the work.

SUBCONTRACTOR shall submit one original and one copy (complete with any necessary backup information) of all invoices not more than 15 days after the completion of the work. Invoices submitted by SUBCONTRACTOR will: (a) accurately describe the Work services rendered during the invoice period; (b) reference the TETRA Purchase Order number; and (c) include any applicable equipment, labor and/or material witness marks, and copies of inspection reports, as applicable to the invoice items. Invoices submitted for payment shall be based on a percentage of work completed for each bid item or completed quantities of approved unit and bid items through the invoice period. TETRA will approve the percentage/quantities before acceptance of the invoice. Under circumstances prescribed by law, TETRA may retain 10 percent of each approved payment.

TETRA Purchase Order Agreement - Form 20

Revised 11/00

After completion of the Work, and after SUBCONTRACTOR's submission to Teller of all required document including, but not limited to: (a) an affidavit or certified payroll verifying that all required completed payroll has been submitted to Teller; (b) consent of SUBCONTRACTOR's surety to final payment; (c) copies of all warranties for materials and equipment furnished by SUBCONTRACTOR; SUBCONTRACTOR may retain an invoice for the net cost of materials for: (i) materials it can verify as, for final payment; Therefore, Teller will submit to SUBCONTRACTOR the net-up funds for final payment. If no net-up is available then: (ii) any deduction to cover pending claims; and (iii) any deduction to cover two times the value of any remaining uncompleted or uncompleted services. The employee by SUBCONTRACTOR of the net-up funds for final payment. If no net-up is available, then deductions as set forth above, shall be a release of Teller, to CLIENT and their respective employees, agents and affiliates from all claims of liability to SUBCONTRACTOR for anything done or finished for, or relating to, the Work, except amounts against Teller for the materials, if any, of the materials kept or retained to cover pending claims, amounts kept or retained to cover two times the value of any remaining uncompleted or uncompleted Work and pending, unsubmitted claims filed prior to the date of Work completion.

SUBCONTRACTOR shall not take any action hereunder which could cause the amount for which Teller would be obligated to SUBCONTRACTOR to exceed the sum specified in the Teller Purchase Order Agreement, (hereinafter referred to as "Job Price").

1. **TAKEROUT/RENTAL:** Except to the extent expressly provided otherwise elsewhere in the AGREEMENT, SUBCONTRACTOR shall pay when due, and the AGREEMENT price shall be inclusive of, all local, municipal, state and federal sales and use taxes, excise taxes, duties and all other governmental fees and taxes or charges of whatsoever nature applicable to the performance of the Work of this AGREEMENT, including all taxes and property taxes and fees for building permits. Where the law requires any such fee to be shared equally, the word of all laws included within the Work, and the added fee shall not exceed the total Job Price. SUBCONTRACTOR shall also be responsible for all payroll taxes and contributions imposed by wages, salaries or other remuneration to SUBCONTRACTOR's employees or the parent the SUBCONTRACTOR's which are currently or hereafter imposed by the United States, any state or subdivision thereof, or governmental body or agency, including without limitation taxes or contributions for unemployment insurance benefits, workers' compensation, old age retirement benefits, and income taxes.

12. **LIENS AND ENCUMBRANCES:** The SUBCONTRACTOR for itself, the SUBCONTRACTOR, employer, subsidiaries and employees, agents, attorneys and independent all signs in this Shop Work Order, Notice of Lien, Notice of Lien, Notice of Lien, or other encumbrance against Teller, Teller's Surety, CLIENT, the public or any monies owned by Teller, this Shop or otherwise of such encumbrance shall constitute a material breach. The SUBCONTRACTOR shall be responsible and liable for all damages and expenses, including bond premiums, attorney fees, etc., to discharge and/or defend against same. The evidence of any encumbrance shall preclude the SUBCONTRACTOR's right to receive payment until such encumbrance has been satisfied and removed.

11. **SUCCESSORS & ASSIGNS:** Teller and the SUBCONTRACTOR, each binds itself, its parent, successors, affiliates, subsidiaries and assigns to the other party to this Agreement and to the parent, successors, affiliates, subsidiaries and assigns of each other party, in respect of all obligations of this Agreement, except as hereinafter provided, neither party nor the SUBCONTRACTOR shall assign, subcontract, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be considered as giving any right or benefit hereunder to anyone other than Teller and the SUBCONTRACTOR and to the extent expressly provided herein, to the CLIENT.

13. **GOVERNING LAW:** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of Ohio.

11. **SCOPE OF AGREEMENT:** The design, and any and all amendments, which are listed and made, constitutes the entire Agreement between Teller and the SUBCONTRACTOR. There are no conditions, agreements, or representations between the parties except those expressed herein. This Agreement may be amended, modified, or replaced only by a duly executed written instrument.

14. **INDEMNITY AND LIABILITY:** To the fullest extent permitted by law, SUBCONTRACTOR, agrees to indemnify, defend and hold harmless Teller and the CLIENT, and all of their respective directors, officers, employees, agents, subsidiaries and assigns from and against any and all liabilities, claims, suits, losses, damages, costs and expenses (including but not limited to attorneys' fees and court costs, including all costs of specially retaining out of or resulting from the performance of SUBCONTRACTOR's services and other hereunder (including, but not limited to, liability insurance of SUBCONTRACTOR and liability arising out of activities with respect to which noted liability insurance under applicable law) except to the extent caused by the negligence of Teller or the CLIENT. This indemnification obligation will not be limited in any way by any limitation on the amount or type of insurance carried by SUBCONTRACTOR, or by the amount or type of damages, compensation, or benefits payable by or for SUBCONTRACTOR or any hereunder SUBCONTRACTOR under Workers' Compensation Act, Disability Benefits Act or other Employee Benefit Act. If any claim or demand is made against Teller or the CLIENT for any motor vehicle accident, any payment to cover the cost thereof to become due to SUBCONTRACTOR may be held by Teller not to cover such losses and expenses.

15. **WARRANTY:** The SUBCONTRACTOR shall provide insurance of the type and in the amount as set forth in the Insurance Requirements listed below.

A. General: The SUBCONTRACTOR shall not commence any work until he obtains at his own expense, all required insurance. Such insurance must have the approval of Teller as to form, terms and coverage.

1. Type: The type of insurance the SUBCONTRACTOR is required to obtain and maintain for the full period of the AGREEMENT will be general with a noncancelable contract to include Workers' Compensation Insurance, Comprehensive General Liability Insurance, a Comprehensive Automobile Policy, a Pollution Liability Policy, and a Professional Liability Policy, as detailed in the following portions of this specification.

2. Evidence: As evidence of specified insurance coverage, the SUBCONTRACTOR shall submit, prior to commencing any work and before any payment is made, certificates issued by the insurance carrier showing a 30 day notice of cancellation or change in coverage. Such policies shall be kept in force for the specified periods. Should any policy be cancelled before final payment by Teller to the SUBCONTRACTOR and the SUBCONTRACTOR fails immediately to procure other insurance as specified, Teller reserves the right to procure such insurance and to deduct the cost thereof from any sum due the SUBCONTRACTOR under this AGREEMENT.

3. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the SUBCONTRACTOR's responsibility for payment of damages resulting from the operations under this AGREEMENT.

4. Workers' Compensation Insurance: Before the AGREEMENT between Teller and the SUBCONTRACTOR is entered into, the SUBCONTRACTOR shall submit written evidence that it has obtained, for the period of the Agreement, full Workers' Compensation Insurance coverage of all persons that it employs or may employ in carrying out the work under this AGREEMENT. This insurance shall be in strict accordance with the requirements of the most current and applicable Ohio Workers' Compensation Insurance Laws.

C. Comprehensive General Liability Insurance: Before commencement of the services, the SUBCONTRACTOR shall submit written evidence that he has obtained, for the period of the AGREEMENT, full Comprehensive General Liability Insurance coverage. This coverage shall provide both bodily injury and Teller Purchase Order Agreement - Form 100
Revised 07/05

properly design. The Compensation General Liability Insurance will include as Additional Insured: Telford, as respects to the services performed by the SUBCONTRACTOR under this AGREEMENT. The Insurers shall include but not be limited to XLII (Boulder, Colorado, Underwriters), Royal Indemnity Company, Commercial Union Assurance Co., and Commercial Union Assurance Co. The Compensation General Liability shall include coverage in an amount not less than a combined single limit of \$1,000,000 per bodily injury and/or property damage liability out of any one occurrence.

D. Comprehensive Automobile Liability shall include coverage applying to owned, non-owned, and hired automobiles in an amount of not less than a combined single limit of \$1,000,000 per bodily injury, property damage, including death arising out of any one occurrence.

E. Contractors Pollution and/or Environmental Damage and Occupational Liability Insurance coverage. If applicable to the Work of this AGREEMENT, it is an amount not less than a combined single limit of \$1,000,000 arising out of any one occurrence.

F. Except for Workers' Compensation and Professional Liability Insurance, the Insurance coverage set out above will name Telford and CLIENT and all of their respective directors, partners, successors, subsidiaries, and employees as additional insureds with respect to the operations of the named insured. Such Insurance will be the primary coverage and no contribution to Telford or its Client. If such policies do not contain the standard ISO requirement of automatic provision, or a substantially similar clause, they shall be endorsed to provide cross liability coverage.

G. DOCUMENTS: All documents collected by the SUBCONTRACTOR and all documents, notes, drawings, listings and files collected or prepared in connection with these services, except the SUBCONTRACTOR's personnel and confidential files, shall be made available to Telford and Telford shall not be restricted in any way whatsoever in the use of such materials.

H. TERMINATION: If the CLIENT terminates the PRIME AGREEMENT, Telford shall deliver within ninety (90) days to SUBCONTRACTOR and the SUBCONTRACTOR shall stop all work immediately upon written notice from Telford.

I. Subcontractor at any time may refuse or refuse to supply adequate and competent supervision, or sufficient properly skilled workers or materials of the proper quality or quantity, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any agreement on its part herein contained, Telford shall have the right after 48 hours written notice to Subcontractor, to provide any such labor or materials and to deduct the cost thereof from any money due or hereafter to become due by Telford to Subcontractor. Telford shall also be at liberty to terminate the employment of Subcontractor or any part thereof to enter upon the prosecution and completion of all materials or operations, of any kind whatsoever, then and to employ any other person or persons to finish the work and to provide the materials, drawings, and in the use of such equipment of the employees of Subcontractor. Subcontractor shall not be entitled to receive any payment under this Agreement which might otherwise be due Subcontractor, until the full work shall be finished and payment in full hereunder shall be made by Client to Telford, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Telford in finishing Subcontractor's work, such excess shall be paid by Telford to Subcontractor, but if such expense shall exceed such unpaid balance, Subcontractor shall pay the difference to Telford as well as Telford's cost, expense, and storage fee.

J. Telford, by written notice, shall have the right to terminate and cancel this AGREEMENT, without SUBCONTRACTOR being at fault, for any cause of the Subcontractor's failure to comply with the terms of this Agreement, including the failure to provide adequate and competent supervision, or sufficient properly skilled workers or materials of the proper quality or quantity, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any agreement on its part herein contained. Telford shall have the right after 48 hours written notice to Subcontractor, to provide any such labor or materials and to deduct the cost thereof from any money due or hereafter to become due by Telford to Subcontractor. Telford shall also be at liberty to terminate the employment of Subcontractor or any part thereof to enter upon the prosecution and completion of all materials or operations, of any kind whatsoever, then and to employ any other person or persons to finish the work and to provide the materials, drawings, and in the use of such equipment of the employees of Subcontractor. Subcontractor shall not be entitled to receive any payment under this Agreement which might otherwise be due Subcontractor, until the full work shall be finished and payment in full hereunder shall be made by Client to Telford, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Telford in finishing Subcontractor's work, such excess shall be paid by Telford to Subcontractor, but if such expense shall exceed such unpaid balance, Subcontractor shall pay the difference to Telford as well as Telford's cost, expense, and storage fee.

K. CONFIDENTIALITY: The SUBCONTRACTOR agrees that, in the performance of such services, its personnel will maintain the confidentiality of the job, in this regard the SUBCONTRACTOR is prohibited from disclosing any data or information to any party other than Telford's personnel concerning the operations of the Department of Labor contained in Title 41 of the Code of Federal Regulations (CFR), Chapter 60, which are incorporated herein by reference. SUBCONTRACTOR shall direct all such party inquiries or comments to Telford or its representatives.

M. LABOR STANDARDS:

A. The Subcontractor shall be subject to the Davis-Bacon Act (40 U.S.C. 3141-3146) and the SUBCONTRACTOR shall be required to comply with all applicable regulations, including the establishment of a valid and enforceable wage determination. The SUBCONTRACTOR shall not be permitted to employ any person who is not a citizen or permanent resident of the United States. The SUBCONTRACTOR shall be required to comply with all applicable regulations, including the establishment of a valid and enforceable wage determination. The SUBCONTRACTOR shall not be permitted to employ any person who is not a citizen or permanent resident of the United States.

B. Equal Employment Opportunity: Unless otherwise stated, SUBCONTRACTOR agrees to comply with the Equal Employment Opportunity laws and the regulations of the Department of Labor contained in Title 41 of the Code of Federal Regulations (CFR), Chapter 60, which are incorporated herein by reference.

C. Subcontractor shall be subject to the Davis-Bacon Act (40 U.S.C. 3141-3146) and the SUBCONTRACTOR shall be required to comply with all applicable regulations, including the establishment of a valid and enforceable wage determination. The SUBCONTRACTOR shall not be permitted to employ any person who is not a citizen or permanent resident of the United States. The SUBCONTRACTOR shall be required to comply with all applicable regulations, including the establishment of a valid and enforceable wage determination. The SUBCONTRACTOR shall not be permitted to employ any person who is not a citizen or permanent resident of the United States.

D. Subcontractor shall be subject to the Davis-Bacon Act (40 U.S.C. 3141-3146) and the SUBCONTRACTOR shall be required to comply with all applicable regulations, including the establishment of a valid and enforceable wage determination. The SUBCONTRACTOR shall not be permitted to employ any person who is not a citizen or permanent resident of the United States. The SUBCONTRACTOR shall be required to comply with all applicable regulations, including the establishment of a valid and enforceable wage determination. The SUBCONTRACTOR shall not be permitted to employ any person who is not a citizen or permanent resident of the United States.

Attachment B:
Scope of Work

Attachment B: Scope of Work

Provide all labor, supervision, equipment, and transportation to complete the Scope of Work referenced in the attached Trade Contract between The Whiting-Turner Contracting Company and ToITest, Inc.

The following exceptions apply:

Exceptions for the EBB

Acme will not be responsible for paragraph B, items 1 through 8 as detailed on page T-18. ToITest will provide the signage necessary to comply with rules and regulations relevant solely to asbestos removal.

Exceptions for Neely Reactor

Acme will not be responsible for paragraph B, items:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 9
- 10
- 18

ToITest will be responsible for the hauling permits necessary for the removal of asbestos and other hazardous materials.

ToITest will be responsible for providing engineer approved drawings for the scaffold necessary to access asbestos.

ToITest will provide the signage necessary to comply with rules and regulations relevant solely to asbestos removal.